

FILED

25 1953
Registration Section
DEPARTMENT OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

7 Rec 1
Bureau No. 43-R216.5
Annual expires 1-31-58

EXHIBIT C

REGISTRATION No. 1481

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant.

Ruder & Finn, Incorporated
130 East 59th Street
New York 22, N.Y.

2. (a) Name of Foreign Principal.

The Kingdom of Morocco

(b) Principal address of Foreign Principal.

Embassy of Morocco
1601 21st Street, N.W.
Washington, D.C.

3. If the Foreign Principal is a foreign government, state the following:

Branch or agency thereof represented
by Registrant

The Embassy of Morocco

Name and title of official with
whom Registrant deals

Ali Bengelloun,
Ambassador to the United States

4. If the Foreign Principal is an individual (natural person), state - Inapplicable

(a) All present business and residence addresses not given under item 2(b).

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

Name of such government,
political party, official, or
agency

Nature of Foreign Principal's
office, employment, or
agency

Nature of any subsidy
or other financial
arrangement

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

Inapplicable

(a) Type of Foreign Principal's organization.

Committee _____ Voluntary group _____ Association _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) _____

(b) Date and place of organization.

(c) All partners, officers, directors, and similar officials of the Foreign Principal.

Name and address of official

Position, office or nature of duties

Inapplicable

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

*Name and address of branch, unit
group, or organization*

*Nature of connection with foreign
principal*

Inapplicable

(e) Branch or group, if any, represented by Registrant.

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of supervision,
direction or control*

Inapplicable

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of such financing
or subsidization*

Inapplicable

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

Inapplicable

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AGREEMENT made on **January 29** 19 **63**
between **RUDER & FINN INCORPORATED**, of 180 East 59th Street,
New York, New York, and **All Bengelloun, Ambassador to U.S.**
of **The Kingdom of Morocco**, 1601 21 St., NW, Washington,
hereinafter called the "Client." **D.C.**

The parties agree to the following:

1 The Client confirms that it is retaining Ruder & Finn as Public Relations Counsel effective **immediately to for a period of twelve months April 15, 1963**

2 The fee of Ruder & Finn will be \$ **25,000*** per year, payable in monthly installments of ~~\$~~ This monthly fee will be billed on the first day of each month, and will be payable in 10 days. If this agreement does not commence on the first day of a month, the monthly payment for the first incomplete month will be prorated and billed with the first full month's fee. The payment for the first incomplete month will be prorated and billed on the first day of that month and will be payable in ten days.

3 Ruder & Finn will allocate staff time to public relations activities on behalf of the Client. This time will be spent on such activities as counselling, creating, planning and working on specific public relations projects, writing and distributing releases and representing the Client to various segments of the public. In view of the many variables this involves it is virtually impossible to predict accurately how much time will be required for the execution of the Client's PR program and it is understood that in the event the time requirements for the program substantially exceed the original estimates, Ruder & Finn and the Client may discuss an increase in the compensation set forth in this agreement, but the Client is under no obligation to grant such increase without its consent.

****Expenses totaling more than \$5,000 will not be incurred without specific prior approval from the client.**

4 Out-of-pocket disbursements for or on behalf of or for the benefit of the Client will be billed monthly as they are incurred. Disbursements falling into Group A set forth below will be billed to the Client at cost since they do not burden Ruder & Finn with additional overhead charges. Disbursements falling into

Group B below will be billed to the Client but increased by 17.6% (to produce a 15% markup) in order to recover for additional overhead charges.

GROUP A
Telephone & Telegrams
Clipping Service
Travel
Model Fees
Press Conferences
Miscellaneous
Transcripts

GROUP B
Art Work
Printing
Photography
Mailings
Mat Services
Mass Script Service
TV Films
Special Sales Meeting
Presentations

5 The Client agrees, within thirty days of the date of this agreement, to deposit with Ruder & Finn the sum of \$ 5,000 , to be used as a revolving credit against which such out-of-pocket disbursements, when approved by the Client, may be paid. The Client agrees to reimburse this fund each month in the amount of such approved out-of-pocket charges. Ruder & Finn agrees to refund promptly to the Client any unspent balance remaining therein at the completion of this agreement or extension thereof.

6 Services rendered the Client by Ruder & Finn Field Network, Inc., R & F Production Co., Inc., Ruder & Finn Graphics, Inc., or Ruder & Finn International, Inc., subsidiaries of Ruder & Finn Incorporated, will be billed with the Client's approval either on the invoices of such subsidiaries or will be contained in the regular invoice transmitted by Ruder & Finn Incorporated.

7 ~~Unless written notice is given by either party to the other at least sixty days prior to the end of the first twelve-month period or of any subsequent twelve-month period, this agreement shall be automatically renewed for successive additional twelve-month periods.~~

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

By  President
(TITLE)
RUDER & FINN INCORPORATED

By _____
(TITLE)

THE KINGDOM OF MOROCCO

January 31, 1963

His Excellency Ambassador Ali Bengelloun
Embassy of Morocco
1601 21st Street, N. W.
Washington, D. C.

Dear Ambassador Bengelloun:

In accordance with the recommendations of Mr. [redacted], we have renewed the agreement made on January 29, 1963 between Ruder & Finn Inc. and the Kingdom of Morocco, as follows.

1. We will follow up on all publicity and other projects developed before and during the visit of H. M. King Hassan II, to the U.S., and therefore our services will not be terminated until May 15, 1963. However, the manner of payment remains the same, including payment of the first installment immediately.
2. We will bill all expenses exactly as incurred and will not increase them by the traditional 15 percent agency markup.
3. The services of the Ruder & Finn executives in the cities which H. M. King Hassan II will visit, which is part of a subsidiary company, Ruder & Finn Field Network, Inc., will be included as part of our regular services. We also will include the services of personnel in our other subsidiary companies. As will be the case with personnel of Ruder & Finn, Inc., any out-of-pocket expenses, such as travel, printing, photography, etc., incurred by these subsidiary companies, will be billed, as incurred, and at cost.

Since it is our hope not only to do a good job on this assignment but also to merit future assignments, I do hope that this clears up all of the financial doubts so that we can roll up our sleeves and really go to work.

Cordially,